

CONTRACT

BY AND BETWEEN
THE CITY OF LAKEWOOD, OHIO AND
LakewoodAlive 2020-2021

Housing Outreach Support

THIS CONTRACT made as of this 18th day of May by and between the City of Lakewood, Ohio, a municipal corporation organized and existing pursuant to the Amended Charter and Ordinances of the City of Lakewood (hereinafter referred to as "City"), and LakewoodAlive, an economic development 501(c) (3) non-profit (hereinafter referred to as "LakewoodAlive") and is for the contract year between June 1, 2020 and May 31, 2021.

WHEREAS, the City will support LakewoodAlive's Housing Outreach activities which seek to work with residents to maintain and sustain the community's historic housing stock by improving the exterior condition of one and two family homes, providing housing education workshops, and connecting residents to resources ensuring vibrant neighborhoods, stability and growth in the City of Lakewood.

NOW, THEREFORE, it is agreed that the City shall and does hereby employ LakewoodAlive to perform the work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows.

Section I. SCOPE OF SERVICES AND GENERAL CONDITIONS

A. Housing Outreach Program. LakewoodAlive does hereby promise and agree to attempt to improve the local economy and the community's quality of life through services including, but not limited to administering the Housing Outreach Program and providing intensive community outreach to ensure residents live in healthy and safe homes by providing the following programs:

i. Income Guideline Programs

- **PaintLakewood Program** which is able to assist applicants through reimbursement of a portion of material and labor costs for families who are at 80% of area median income or less.
- **80/20 Match Materials Fund** is a program for families who are 50% or less of area median income and have a do-self or a volunteer project that addresses major health, safety or exterior code violation issues. Homeowners are required to provide 20% of the material cost and LakewoodAlive will provide the remaining 80%.

ii. Non-income Guideline Programs

- **Knowing Your Home** is a free educational workshop series focused on best sustainability and home maintenance practices empowering residents to tackle necessary repairs and improvements.
- **Contractor Evaluations** to research an online database before seeking estimates.
- **One-on-One Assistance**, reviewing estimates, discussing how to contract a repair as well as discussing home repairs to empower the homeowner in tackling home repair choices.
- **Community Engagement Program** seeks to develop outreach to homeowners and residents in two low-moderate income neighborhoods to support healthy and safe living,

exterior code compliance and improvements, and build a sense of community.

B. Lakewood Pride Fund. LakewoodAlive will also continue its efforts to further develop and raise funds for the Lakewood Pride Fund, which will support low to moderate income residents in securing conventional bank financing for exterior home repairs.

C. Bed Bug Support Program. LakewoodAlive will educate the citizens of Lakewood on how to identify a bedbug infestation and provide recommendations to contain and control bedbug populations in a home environment. Additionally, LakewoodAlive will support families by providing education and resources to exterminate and recover from bedbug infestations. LakewoodAlive does hereby promise and agree to implement the Bed Bug Support Program, as described in LakewoodAlive's proposal (copies of which are attached hereto as Exhibit "A"). A bi-annual report will be provided by LakewoodAlive to the City to monitor progress of this program.

D. Rent Support To provide support for an office space in downtown Lakewood. The office provides a place to welcome residents and small business owners as well as a meeting space for boards, committees and volunteer groups

E. Small Business Support For performing the Small Business support services that complement economic development plans being implemented by the city through education, administrative support and advocacy. LakewoodAlive will work to preserve, enhance and develop small business in Lakewood and endeavor to promote the Community Vision.

The services will be completed between June 2020 and May 2021.

In performing the professional services described in this Contract, LakewoodAlive will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

Section 2. REPRESENTATIVES

A. LakewoodAlive shall designate and authorize *Ian Andrews*, Executive Director of LakewoodAlive, as agent for all purposes under this contract, and said agent shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of LakewoodAlive's participation in the project.

B. For purposes of this contract, the agent for the City and liaison officer with respect to the matters contained herein shall be the Planning Director, or such other person designated by the Mayor of the City.

Section 3. COMPENSATION

A. Housing Outreach Programs. For performing the Housing Outreach Programs, the City will pay and LakewoodAlive will accept a flat fee of *Seventy-Six Thousand Dollars and no*

cents (\$76,000.00) to be paid in two installments during the contract period. This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization.

B. Lakewood Pride Services. For performing the Lakewood Pride Fund services, upon receipt of a monthly invoice and proper documentation, the City will match every dollar raised by LakewoodAlive not to exceed Thirty Thousand Dollars and no cents (\$30,000.00).

C. Bed Bug Support Services. For performing the Bed Bug Support Program services, the City will pay and LakewoodAlive will accept a flat fee of Twenty-five Thousand Dollars and no/cents (\$25,000.00) to be paid in two installments during the contract period. This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization.

D. Rent Support To provide support for an office space in downtown Lakewood. The office provides a place to welcome residents and small business owners as well as a meeting space for boards, committees and volunteer groups. LakewoodAlive will accept a flat fee of Seven Thousand Dollars and no cent (\$7,000).

E. Small Business Support For performing the Small Business support services that complement economic development plans being implemented by the city through education, administrative support and advocacy. LakewoodAlive will work to preserve, enhance and develop small business in Lakewood and endeavor to promote the Community Vision. LakewoodAlive will accept a flat fee of fee of Seventeen Thousand Dollars and no cents (\$17,000)

Except as may otherwise be stipulated in a separate written agreement between the City and LakewoodAlive, invoices shall be submitted monthly and all payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice. Each invoice related to the Pride Fund match shall include total funds raised in invoice period; total funds raised to date and a summary of all project activity support by the fund and be in accordance with the City's ordinary purchase order and accounts payable system.

Section 4. CONTRACT TERMINATION

In the event the City or LakewoodAlive desires to terminate this Agreement, it may be terminated upon a thirty (30) day written notice by the party so desiring to terminate to the other party. LakewoodAlive shall be paid for work completed and services performed up to the time of notice and in the event, it can complete commenced projects shall be compensated at the rate provided for this Scope of Service.

Section 5. INSURANCE

LakewoodAlive and subcontractors shall procure and maintain until all of their obligations

have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by LakewoodAlive, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Lakewood in no way warrants that the minimum limits contained herein are sufficient to protect LakewoodAlive from liabilities that might arise out of the performance of the work under this contract by the LakewoodAlive, its agents, representatives, employees or subcontractors, and LakewoodAlive is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: LakewoodAlive shall provide coverage with limits of liability not less than those stated below.

General Liability	\$1,000,000	Combined Single Limit Per Occurrence
Umbrella Liability	\$2,000,000	
Automobile Liability	\$1,000,000	Combined Single Limit Per Occurrence
Workers' Compensation	Statutory	
Professional Liability	\$1,000,000	

The policies, where permitted, shall be endorsed to include the following additional insured language: *"The City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*. In addition, the City of Lakewood shall be given at least ten (10) days' notice of cancellation of such policies.

Policies, where permitted, shall contain a waiver of subrogation against the City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of LakewoodAlive.

Section 6. INDEPENDENT CONTRACTOR

LakewoodAlive shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by LakewoodAlive on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said LakewoodAlive agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefor.

Section 7. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

LakewoodAlive agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws about Equal Employment Opportunity and Fair Employment Practices, with the City's Equal Employment

Opposition its Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

Section 8. INDEMNIFICATION

LakewoodAlive shall indemnify, defend, save and hold harmless the City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LakewoodAlive or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of LakewoodAlive to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by LakewoodAlive from and against any and all claims. It is agreed that LakewoodAlive will be responsible for primary loss,

Investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, LakewoodAlive agrees to waive all rights of subrogation against the City of Lakewood, its officers, officials, agents and employees for losses arising from the work performed by the LakewoodAlive for the City of Lakewood.

Section 9. SUBCONTRACTORS/SUBCONSULTANTS

Since this contract is made pursuant to the proposal submitted by LakewoodAlive and in reliance upon LakewoodAlive's qualifications and responsibility, LakewoodAlive shall not sublet nor shall any subcontractors/subconsultants commence performance of any part of the services except as specifically included in this contract without prior written consent of the City. In making the application for subletting any portion of the services, LakewoodAlive shall state in writing the portion of the services which each subcontractors/subconsultants is to perform or the material which it is to furnish, his place of business and such other information as may be required by the City. Subletting, if permitted, shall not relieve LakewoodAlive of any of its obligations under this contract. All subcontractors for services covered by this contract must conform to the requirements of this contract.

Section 10. ASSIGNMENT OF CONTRACT

The City and LakewoodAlive bind themselves and their successors, administrators and assigns to the other party of this contract and to the successors, administrators and assigns of the other party of this contract, in respect to all covenants of this contract. Except as stated above, neither the City nor LakewoodAlive shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 11. INTERPRETATION OF TERMS

All terms and words used in this contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other

gender, masculine, feminine or neuter, as the context or sense of this contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. LakewoodAlive agrees that no presentations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. The headlines of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This contract may be executed in any number of counterparts, each of which when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument.

Section 15. THIRD-PARTY BENEFICIARIES

This Contract is intended solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon, give or create in any person or entity other than the parties hereto any right, duty, benefit, interest, and remedy, standard of care or cause of action.


IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be executed and to become effective on the day and year first above written.

Witness:


As to City of Lakewood

LAKEWOODALIVE

BY:


Ian Andrews, Executive Director

Witness:


As to Consultant

CITY OF LAKEWOOD, OHIO

BY:


Megan George, Mayor

Approved as to form:

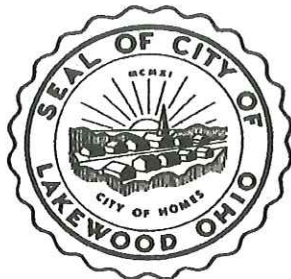


BY:

Jennifer L. Swallow, Chief Asst. Law Dir.

Funds are available:

By: 
Peter Rancatore, Finance Director



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-129

May 18, 2020

Board of Control
City of Lakewood, Ohio 44107





Subject: Award Contract – Professional Service Contract – Re: Operational Support

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning & Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to LakewoodAlive in the amount of \$155,000 for Operational and Program Support to improve the local economy and the community's quality of life, by growing its Housing Outreach Program, Pride Fund, Bed Bug Support Services, Small Business Support and Rent Support.

Contracting Authority:	Ordinance 51-18 \$4,400,000
Contracting Balance:	\$4,373,000 / \$4,218,000
Funding:	Economic Development Fund
Account Distribution:	101-7001-461-93-02 \$1,000,220
Account Balance:	\$686,266 / \$531,266
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Professional Services
Commodity Code:	962-000
Bid Reference:	Professional Service


Kim Deyarmin
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Roman Ducu, Director of Public Works		_____	5-18-20
Brian T. Corrigan, Director of Law		_____	5/18/2020
Peter Rancatore, Director of Finance		_____	5/18/2020
Meghan F. George, Mayor		_____	5/18/2020

